of the character of the business being transacted by the corporation within the state; if it is interstate in nature, the state must not interfere; but if it is purely intrastate it may prescribe rules and regulations pertaining to it., The court in the principal case took into consideration the sum total of the business which the company was transacting within that state, and it seems that it was clearly justified in adopting this method of investigation. *Kehrer* v. *Stewart,* 197 U. S. 60, 25 Sup. Ct. 403, 49 L. Ed. 663; *Brown* v. *Houston,* 114 U. S. 622, 29 L. Ed. 257, 5 Sup. Ct. 1091; *Armour Packing Co.* v. *Lacy,* 200 U. S. 226, 26 Sup. Ct. 232, 56 L. Ed. 451. Exchanging old machines for new ones and disposing of the former in the state where the contract was made; supplying customers with necessary repairs, ribbons, paper, etc.; and renting or selling within the state, machines rejected by the vendee, are all acts which under certain and particular circumstances might constitute the doing of a domestic business merely incidental to interstate business. *Crutcher* v. *Kentucky,* 141 U. S. 47, 35 L. Ed. 649, 11 Sup. Ct. 851; *Kehrer* v. *Stewart,* 197 U. S. 60, 25 Sup. Ct. 403, 49 L. Ed. 663. In the principal case, however, it was discovered that the corporation was doing all of these things, and, furthermore, it was actually shipping the supplies into the state where they came to rest and were co-mingled with other commodities of like character being offered for sale by the retail merchants of the state. The action of the court seems to be substantiated by authority. *Brown* v. *Houston,* 114 U. S. 622, 5 Sup. Ct. 1091, 29 L. Ed. 257; *Woodruff* v. *Parham,* 8 Wall. 123, 19 L. Ed. 382; *Austin* v. *Tenn.,* 179 U. S. 343, 21 Sup. Ct. 132, 45 L. Ed. 224; *Leisy* v. *Hardin,* 135 U. S. 100, 10 Sup. Ct. 681, 34 L. Ed. 128.

COVENANTS.—WHO HAS RIGHT TO ENFORCE.—The owner of four adjacent lots, who also owned other property across the street, conveyed the west end lot to plaintiff Wright, and the east end lot to another party, by deeds containing restrictive covenants. The two middle lots were conveyed to one Garlock subject to restrictive covenants. Garlock conveyed one lot to defendant and the other to plaintiff Beeman and his deeds contained the same covenants as were in the deeds to him from his grantor. The covenants in the different deeds were not identical but were substantially alike in fixing a building line and in requiring that only private residences above a stated cost should be erected on the lots. Plaintiffs seek to enjoin defendant from using her lot for rooming and boarding purposes. *Held*: (three justices dissenting) that plaintiffs had no cause of action, as the covenants were not for the benefit of their lots. *Wright* v. *Pfrimmer* (Neb. 1916), 156 N. W. 1060.

As a general rule, in order to entitle the owner of a lot to enforce the restrictions in a deed under which the defendant claims, but to which he is not a party, he must show that the restriction was inserted to create an easement in favor of his lot, and that the defendant purchased the lot with notice. *Renals* v. *Cowlishaw,* 9 Ch. Div. 125, 11 id. 866; *Sharp* v. *Ropes,* 110 Mass. 381; *Lowell Sav. Inst.* v. *City of Lowell,* 153 Mass. 530; *Equitable Life Assur. Soc.* v. *Brennan,* 148 N. Y. 661. In the principal

case the restriction appeared in the defendant's deed and the question of notice was not raised, but the point was confined to whether the restriction was inserted for the benefit of the plaintiff's lots. Such an intention may appear from the nature of the restriction or from the situation of the property and the surrounding circumstances. *Peck* v. *Conway,* 119 Mass. 546; *Peabody Heights Co.* v. *Wilson,* 82 Md. 186; *Coughlin* v. *Barker,* 46 Mo. App. 54; *Muzzarelli* v. *Hulzhizer,* 163 Pa. St. 643. Such an intention will be presumed if it appears that the lots were laid out to be sold under a general building scheme with the grantor retaining none of the land. *Nottingham Pat. Brick & Tile Co.* v. *Butler,* 16 Q. B. Div. 778; *Parker* v. *Nightingale,* 6 Allen (Mass.) 341; *Spicer* v. *Martin,* 14 App. Cas. 12; *Sharp* v. *Ropes,* supra. In the instant case the court found that there was no general plan or building scheme. The principal case is not the ordinary situation where the owner of a tract of land sells part of it subject to restrictions and the purchaser of the part retained seeks to enforce the restriction, but the land sold subject to the covenants has been divided and sold to different purchasers, some of whom now seek to enforce the restrictions against another *Winfield* v. *Henning,* 21 N. J. Eq. 188, seems to be the only case allowing the plaintiff to enforce restrictions on such a state of facts. It has been declared to be bad law (*Dana* v. *Wentworth,* 111 Mass. 291), and is probably wrong. According to the weight of authority, there is no cause of action in such a situation. *Dana* v. *Wentworth,* supra; *Jewell* v. *Lee,* 14 Allen (Mass.) 145; *Korn* v. *Campbell,* 192 N. Y. 490; *Graham* v. *Hite,* 93 Ky. 474; *Wille* v. *St. John,* L. R. [1910] 1 Chan. 84.

DIVORCE.—ATTACHMENT OF PERSON FOR COSTS AND ATTORNEY'S FEES.—Suit for divorce by husband against wife was dismissed with counsel fee and costs, and defendant moves to attach petitioner for non-payment. *Held,* counsel fee and costs allowed in a final decree may be enforced by a process of attachment for contempt. *Letts* v. *Letts,* (N. J. Eq. 1916), 96 Atl. 887.

The practice of requiring the husband to provide his wife with means to defend a divorce suit and to support her while it is pending, had its origin in the principle that, at common law, the husband having, by the marriage contract, the control of the wife's property, she was destitute of means for her own protection. The general rule has been modified by state statutes giving to married women property rights, but the quality of the duty upon which it arose is undiminished. *Marker* v. *Marker,* 11 N. J. Eq. 256. This allowance may be enforced by attachment for contempt, or execution, or, when the husband is plaintiff, the court can make the payment a condition to the further prosecution of the suit. *Waters* v. *Waters,* 49 Mo. 385; *Ormsby* v. *Ormsby,* 1 Phila (Pa.) 578. This allowance is in the nature of alimony, and the means open to enforce alimony are available to enforce the order for costs and expenses. "The grounds for these allowances are, indeed, indistinguishable, whether made for support solely or to carry on or defend the suit. Both are equally within the discretion of the chancellor, and subject to his sole power of enforce-